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ALEXANDER L. STEVAS,
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No. 84-1774

IN THE

Supreme Court of the United States

October Term, 1984

ALVIN E. EWERT,
Petitioner,

vs.

EXXON COMPANY, USA, a Division of
EXXON CORPORATION, a Delaware corporation,
and RAYMOND TURVILL,
Respondents.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED

Whether Exxon's nonrenewal of its franchise relationship with Alvin Ewert, effective on March 31, 1983, was permissible under the Petroleum Marketing Practices Act.

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BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

COUNTERSTATEMENT OF THE CASE

In October, 1979 Ewert and Exxon Corporation ("Exxon") entered into a retail service station lease for a term of three years, beginning on November 15, 1979 and ending on November 15, 1982. Section 4 of the 1979 Lease, entitled "underlying estates," told Ewert that Exxon was not the owner of the premises (which Ewert already knew) but held them under a ground lease which might expire and not be renewed or extended beyond its expiration date.[1] By oversight, the actual expiration date of the ground lease was not filled in.

[1] Exxon leased the service station premises from Dorothea Scholin under a ground lease. The ground lease had a term of 15 years which ended on February 28, 1981. In addition to the 15-year primary term, the ground lease provided that Exxon would have two options to extend the lease for additional periods of five years each; these options operated to extend the lease absent prior notice by Exxon.

Pursuant to the terms of the ground lease, Exxon notified the owner of its intention to allow the ground lease to expire on February 28, 1981. As a result, the options contained in the lease did not operate to extend the term of the lease.

Exxon gave Ewert timely notice, orally and in writing, that Exxon would have no right to the service station premises after February 28, 1981, and that the franchise between Exxon and plaintiff would therefore be terminated as of that date. The Department of Energy's summary of the Petroleum Marketing Practices Act (PMPA) was included with the written notice, as required by 15 U.S.C. § 2804.

Ewert protested the termination and there was a technical basis to his protest. Even though Ewert knew, because Exxon told him orally and in writing, that the ground lease expired on February 28, 1981, Exxon had not given Ewert written notice setting forth the ground lease expiration dates before commencement of the 1979 Franchise. Such written notice was required by 15 U.S.C. § 2802(c)(4). Because of this technicality, Exxon negotiated a twenty-five month extension of the ground lease and *rescinded* termination of Ewert's 1979 Franchise.

The twenty-five month ground lease extension expired on March 31, 1983. Ewert's sublease term with Exxon then in effect terminated on November 15, 1982. Accordingly, on June 29, 1982 Ewert and Exxon entered into a retail service station lease with a term beginning on November 15, 1982 and ending on March 31, 1983 (the "1982 Lease"). In a rider to the 1982 Lease, which was signed by Ewert, Ewert was advised (again as he already knew) that Exxon did not own the leased premises but held them under a lease which expired on March 31, 1983. The rider informed Ewert further that the underlying lease would not be renewed or extended beyond its expiration date.

On December 10, 1982, Ewert was again informed in writing that Exxon's underlying lease on the service station premises would expire on March 31, 1983 and would not be renewed. Ewert was again furnished with a copy of the official PMPA summary. Thus, he received notice of nonrenewal in compliance with PMPA § 2804.

Petitioner's entire case deals with Exxon's attempts to terminate the 1979 Franchise. Both the District Court and the Court of Appeals noted that Exxon rescinded its attempted termination and entered into a new franchise agreement with Ewert (the "1982 Franchise"). (A-3; A-12) Both Courts thus concluded that Exxon's technical failure to comply with PMPA as to termination of that franchise agreement had absolutely no relevance to the legality of Exxon's subsequent actions. (A-7; A-12)

Thus the only relevant franchise agreement is the one that expired on March 31, 1983. The clear language of PMPA § 2802(c)(4) provides that the loss of the franchisor's right to grant possession of the premises through the expiration of the underlying lease constitutes a reasonable basis for the nonrenewal as a matter of law provided that proper notice is given. The rider, executed prior to the commencement of the term of the 1982 franchise agreement, complies with the specific notice requirements of the statute.

Moreover, in the rider Ewert specifically acknowledged that the underlying lease expired on March 31, 1983 and would not be renewed. He further acknowledged that his franchise agreement was subject to the terms of that underlying lease and, thus, would also terminate on March 31, 1983. He also agreed that Exxon was under no obligation to extend the underlying lease and that if the underlying lease was not extended or renewed, his lease, which constituted his franchise, would terminate without any liability on the part of Exxon. (Pet. 8) Under these circumstances, the provisions of Sections 2802(b)(2)(C) and 2802(c)(4) of the PMPA provide permissible grounds for termination of the franchise relationship. *Hifai v. Shell Oil Co.*, 704 F.2d 1425 (9th Cir.1983); *Veracka v. Shell Oil Co.*, 655 F.2d 445 (lst Cir. 1981).

REASONS FOR DENYING THE WRIT

Exxon's nonrenewal of Ewert's franchise in 1983 was permissible under PMPA. Both the District Court and the Court of Appeals so held. Every Court that has considered the

propriety of franchise nonrenewal under circumstances similar to those occurring in this case has so held.[2] Thus, Ewert's Petition fails to show any special and important reasons to grant the writ. Nowhere does his Petition demonstrate that the decision below conflicts with a decision of another circuit court or of a state court of last resort, or that it conflicts with applicable decisions of this Court, or that it decided an important question of federal law which has not been but should be settled by this Court. That, by itself, is sufficient basis for denying the writ.

Under 15 U.S.C. § 2802(c)(4) a franchisor need not renew a franchise with a service station operator where it has lost the right to grant possession of the leased premises by voluntarily letting the underlying ground lease expire. *E.g., Hifai v. Shell Oil Co.*, 704 F.2d 1425 (9th Cir. 1983); *Veracka v. Shell Oil Co.*, 655 F.2d 445, (lst Cir. 1981); *Veal v. Exxon Corp.*, CCH Bus. Franchise Guide ¶ 8009 (D.S.C. 1983), *aff'd*, 732 F.2d 152 (4th Cir. 1984); *Brungardt v. Amoco Oil Co.*, 530 F.Supp. 744, 747 (D. Kan. 1982), *aff'd* CCH Bus. Franchise Guide ¶ 8108 (10th Cir. 1983); *Gaspar v. Chevron Oil Co.*, 490 F.Supp. 971 (D.N.J. 1980). *See, also* Sen. Rep. No. 95-731, 95th Cong., 2d Sess. 38, reprinted in [1978] U.S. Code Cong. & Ad. News 873, 896. That is precisely what Exxon did in this case. Exxon's nonrenewal of Ewert's franchise is valid under the PMPA so long as Exxon notified Ewert in writing, before the 1982 Franchise began, of the ground lease's duration and of the fact that it might expire and not be renewed at the end of the franchise. 15 U.S.C. § 2802(c)(4); *Hifai v. Shell Oil Co., supra; Veracka v. Shell Oil Co., supra.* Again, that is precisely what Exxon did in this case.

Ewert tries to get around this problem by attacking Exxon's attempt to terminate the 1979 franchise agreement. However, that termination never took place. Thus, Petitioner has carpentered a series of "questions" which have nothing to do with this case and are not presented. A brief review of Ewert's purported questions for review makes this abundantly clear.

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[2] Indeed, the Court of Appeals in this case concluded that the issues presented by Ewert's appeal were so routine that they did not meet its standards for disposition by written opinion. (A-12)

By his first question, Ewert raises purported fraud issues that relate to Exxon's attempted termination of the 1979 franchise agreement. Since that agreement never was terminated, Ewert's claims of fraud are simply not relevant. There was nothing to Ewert's fraud claim in any event; his own testimony disproved it. Moreover, as both Courts below noted, the franchise in issue was the lease agreement executed by Exxon and Ewert on June 29, 1982 for the term commencing on November 15, 1982 through March 31, 1983. (A-6; A-9) Ewert does not and cannot contend he was misled as to it.

Petitioner's second purported question again deals with an attempted termination that never took place. Ewert argues that Exxon's reasons for terminating the 1979 Franchise are suspect but fails to acknowledge that the franchise was never terminated. Ewert makes no claims that improper motives led Exxon to end the 1982 franchise agreement, nor could he. Ewert agreed that Exxon could and would end that franchise agreement on March 31, 1983. Moreover, the District Court found no evidence that Exxon's decision to terminate its relationship with Ewert was based on any improper motive, and there was none. (A-7)

Petitioner next complains that Exxon's decision to let its ground lease expire was made without notice to him. No such notice was required. *Gaspar v. Chevron Oil Co.*, 490 F.Supp. 971, 974 (D.N.J. 1980); *Sachi v. Mobil Oil Corp.*, 1980-1 Trade Cases ¶ 63,044 (E.D.N.Y. 1979). PMPA § 2802(c)(4) requires only that the franchisee receive written notice of the ground lease expiration date before the franchise begins. Ewert does not dispute this. Nor does he dispute Exxon's strict compliance with the notice requirements of § 2802(c)(4) in not renewing the 1982 Lease. That is the notice that matters, because that is the Lease that was not renewed. Ewert argues instead that Exxon's failure in 1979 to comply with the notice requirements of § 2802(c)(4) precluded termination of the 1979 Lease. The problem with this argument is that the 1979 Lease was not terminated; it was renewed by the 1982 Lease.

In his fourth purported question, Petitioner contends that his State claims for unfair competition, fraud, and misrepresentation are not directly related to termination or

nonrenewal of the franchise and thus not preempted by PMPA § 2806(a). As the District Court observed, Petitioner conceded that three of his State claims were preempted by the PMPA. (A-8) The District Court found that his remaining State claims were simply restatements of his claims for nonrenewal of the franchise relationship and were thus preempted by § 2806(a). (A-8) The Court of Appeals affirmed this ruling. (A-12)[3] Moreover, the State claims Petitioner articulates relate to Exxon's attempted termination of the 1979 Franchise. That termination never occurred. As to nonrenewal of the 1982 Franchise, the Franchise that matters, Petitioner makes no claim, State or federal, that Exxon's nonrenewal was anything other than proper under PMPA.

Petitioner's last proferred question suggests that by renewing his Exxon franchise in 1982 he did not waive any claims he had as to improper termination of his 1979 Franchise. As should be plain as day by now, the 1979 franchise was not terminated. Petitioner enjoyed the full term of that Franchise. Thus, Petitioner had nothing to waive when he entered into the 1982 Franchise.

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[3] *See Huth v. B. P. Oil Co., Inc.*, 555 F.Supp. 191 (D Md. 1983); *Exxon Corp. v Georgia Association of Petroleum Retailers*, 484 F.Supp. 1008 (N.D. Ga. 1979), *aff'd sub nom. Exxon Corp. v. Busbee*, 644 F.2d 1030 (5th Cir.), *cert. denied*, 454 U.S. 932 (1981).

CONCLUSION

Both the District Court and the Court of Appeals held that Exxon's nonrenewal of Ewert's 1982 Franchise was proper under PMPA. Those holdings are in accordance with the settled law. Both Courts also held that Ewert's claims relating to termination of the 1979 Franchise were irrelevant because that termination never took place. The petition sets forth no grounds for questioning these conclusions. The petition should be denied.

Respectfully submitted,

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June 10, 1985

List of related companies required by United States Supreme Court Rule 28

EXXON CORPORATION

The subsidiaries and affiliates (except wholly owned) of Exxon Corporation are:

Abu Dhabi Petroleum Company Limited
Abu Dhabi Company for Onshore Oil Operations
Ace Polymer Co., Ltd.
Aditivos Orinoco, C. A.
Adria-Wien Pipeline Gesellschaft mit besohrankter Haftung
Aishin Sekiyu K. K.
Aktiebolaget Svensk Petroleumadministration
Alberta Products Pipe Line Ltd.
Al-Jubail Petrochemical Company
Altona Petrochemical Company Limited
Alyeska Pipeline Service Company
Andian National Corporation, Limited
Arabian American Oil Company
Aramco Overseas Company
Aramco Services Company
A/S Futurum
A/S Hydrantanlaegget Kobenhavns Lufthaven, Kastrup
Asakawa Sekiyu K.K.
Asociacion Civil "Academy La Castellana"
Assistance Services S.A.
Atlas Supply Company
Atlas Supply Company of Canada Limited
Australian Synthetic Rubber Company Limited
Aviation Services Saudi Arabia Limited
Awaji Gas Nenryo Kabushiki Kaisha
Bangkok Aviation Fuel Services Limited
Banshu Ekika Gas K. K.
Bayerische Erdgasleitung G.m.b.H.
BSB Gewerkschaften Brigitta und Elwerath Betriebafuhrunggesellschaft m.b.H.
Bel-Air Entreposage S. A.

BTAS, Inc.
Building Products of Canada Limited
Byron Creek Collieries Limited
Byron Creek Collieries (1983) Limited
Canada Wide Mines Ltd.
Carnduff Gas Limited
Castle Peak Power Company Limited
Champlain Oil Products Limited
Changi Airport Fuel Hydrant Installation Pte. Ltd.
Chuo Sekiyu Hanbai K.K.
Cia Refinadora Petrola Santo Domingo, Inc.
Colmant Cuvelier Dodge S.A.
Colmar Suriname Oil Company, Ltd.
Compagnie d'Etancheite Africaine en Cote d'Ivoire S. A.
Compania Minera Disputada de Las Condeo S. A.
Comptoir Auxiliaire du Petrole
DFTG Deutsche Flussigerdgas Terminal GmbH
Daihatsu Sekiyu K.K.
Daiichi Kouyu K.K.
Daitsu Sangyo K.K.
Delta Hope & Twine Limited
Depot Petrolier du Grosivaudan
Depots de Petrole Cotiers
Depots Petrolier de la Corse
Det Gronlandske Olieaktieselskab
Deudan-Holding GmbH
Deutsche Erdgas Transport G.m.b.H.
Deutsche Transalpine Oelleitung G.m.b.H.
Devon Estates Limited
Dixie Pipeline Company
Dodge de Mexico S.A. de C.V.
Drivmedelecentralen Aktiebolag
Dukhan Service Company
86129 Canada Ltd.
E S F Limited
Eagle Kenso K.K.
East Japan Oil Development Company, Limited
East Texas Salt Water Disposal Company
Eiko Sekiyu K.K.
Ejendomsaktieselskebet ef 12. juni 1964

Eiwerath Erdol und Erdgas AG
Emirates Oilfield Chemicals Company
Emori Sekiyu K.K.
Emsland-Erdolleitung G.m.b.H.
Erdgas-Verkaufs-Gesellschaft m.b.H.
Escuela Las Morochas, C. A.
Esso Chimie
Esso Energie G.I.E.
Esso Exploration and Production Angola Inc.
Esso Italiana S.p.A.
Esso Malaysia Berhad
Esso of Canada Limited
Esso Resources Canada Limited
Esso Societe Anonyme Francaise
Esso Standard Tunisie S. A.
European Gas & Electric Company
Exact Reisebyra A/S
Excess and Treaty Reinsurance Corporation
446259 Ontario Limited
FPE South Africa (Proprietary) Limited
F. T. Giken Kabushiki Kaisha
Federal Pacific Electric de Mexico S.A. de C.V.
Federal Pioneer Limited
Ferngas Nordbayern G.m.b.H.
Ferngas Salzgitter GmbH
Forenade Svenska Oljeimportorers AB
Forjan de Colombia, S. A.
Fuji Kogyo K.K.
Fuji Uuyu K.K.
Fukui Sekiyu K.K.
General Busaan K.K.
General Highway K.K.
General Petrochemical Industries Limited
General Sekiyu K.K.
General Sekiyu Okinawa Hanbai K.K.
General Shipping Co. Ltd.
General Unyu Kabushiki Kaisha
Geobutane—Lavera
Gewerkschaft Brigitta
Gewerkschaft Elwerath

Gewerkschaft Elwerath & Co. GmbH
Gewerkschaft Erdol-Raffinerie Deurag-Nerag
Gilbarro do Brasil S. A.—Equipamentos
Goroku Sekiyu K.K.
Grande Ecaille Land Company, Inc.
Groupement Immobilier Petrolier
Groupement Petrolier Aviation
Groupement Petrolier du Finistere G.I.E.
Hankyu Ferry K.K.
Hannoversche Erdolleitung G.m.b.H.
Hanshin Kyowa Sekiyu K.K.
Hayakawa Sekiyu K.K.
Heinrich Schneider Spedition GmbH
Hiroshima General Gas Juten Kabushiki Kaisha
Hoei Sekiyu K.K.
Hokuyu Sekiyu K.K.
Houston Regional Monitoring Corporation
Hydranten-Betriebsgesellschaft
Hydrierwerke Poelitz Aktiengesellschaft
Imperial Oil Limited
Imperial Pipe Line Company, Limited, The
Inada Ekka Gas Kabushiki Kaisha
Industrias Reliance S.A. de C.V.
Intecom, Inc.
Interface Mechanisms Inc.
Internationale Gas Transport Maatschappij B.V.
Interprovincial Pipe Line (Alberta) Ltd.
Interprovincial Pipe Line Limited
Interprovincial Pipe Line (NW) Ltd.
Investment Promotion Enterprises Limited
Iranian Oil Participants Limited
Iranian Oil Services (Holdings) Limited
Iranian Oil Services Limited
Iraq Petroleum Company, Limited
Iraq Petroleum Pensions, Limited
Japan Butyl Company Limited
Japan Coal Liquefaction Development Company, Ltd.
Jersey Nuclear-Avco Isotopes, Inc.
K.K. Aizu General
K.K. Daimaru

K.K. General Sekiyu Hanbaisho
K.K. Heian Sekiyu
K.K. Kanagawa Sekiyu Shokai
K.K. Kyoei Shoshe
K.K. Kyowa Sekiyu Service
K.K. Marugo Izumasa Shoten
K.K. Niimi Kirun
K.K. Nippatsu
K.K. Standard Sekiyu Osaka Hatsubaisho
K.K. Toko
K.K. Toresen
K.K. Uwano Sekiyu Shokai
K/S ejendomsseiskebet af 8, oktober 1965
K/S Hoje Taastrup Storcenter 11
K/S Statfjord Transport A/S & Co.
Kabushiki Kaisha Sankyo Plastics
Kai Tak Refuellers Company Limited
Kanto Kygnus Sekiyu Hambai KK.
Karlsruhe-Stuttgart Rohrleitung Gesellschaft mbH
Kawasaki Kyguna Sekiyu Hambai Kabushiki Kaisha
Kawasaki Naiko Kabushiki Kaisha
Keihin Kygnus Kabushiki Kaisha
Keiyo Sekiyu Hanbai K.K.
Kenya Petroleum Refineries Limited
Kepco Mfg. Inc.
Kibo Sekiyu Hanbai K.K.
Kiinteisto Oy Myllynksllio
Kinwa Sekiyu K.K.
Kobe Port Service Kabushiki Kaisha
Kobe Standard Sekiyu K.K.
Kowa Sekiyu K.K.
Kowloon Electricity Supply Company Limited
Kygnus Ekka Gas Kabushiki Kaisha
Kygnus Kosan Kabushiki Kaisha
Kygnus Sekiyu K.K.
Kyushu Eagle K.K.
LFL Investments, Inc.
La Compagnie Electrique Pioneer du Quebec, Inc.
Lakehead Pipe Line Company, Inc.
LEAG Aktiengesellschaft fur luzerisches Erdol

Les Dooks des Petroles d'Ambes
Les Restaurants Le Voyageur Inc.
Long Beach Oil Development Company
Magota Sekiyu K.K.
Magyar Amerikai Olajipari Reszvenytarsasag
Mainline Pipelines Limited
Makoto Sekiyu Kabushiki Kaisha
Maortgaz Ertekesito R.T.
Maple Leaf Petroleum Limited
Maquinas de Coser y Border Sigma, S.A.
Mars-Alcatel, S.A.
Marugo Gas K.K.
MEGAL FINCO
MEGAL GmbH
Meiji Sekiyu K.K.
MESBIC Financial Corporation of Houston
Mikawa Bussan K.K.
Mittelrheinische Erdgas Transport Gesellschaft mit beschrankter Haftung
Mongeau & Robert Cie Ltee
Montreal Pipe Line Limited/Les Pipe-Lines Montreal Limitee
Moraine Properties Ltd.
95269 Canada Limited
Nakabayashi Sekiyu K.K.
Nansei Sekiyu Kabushiki Kaisha
Native Venture Capital Co. Ltd.
Near East Development Corporation
Neptune Bulk Terminals (Canada) Ltd.
Nichimo Kabushiki Kaisha
Nichimo Oil (Bermuda) Co., Ltd.
Nichimo Sekiyu Seisei Kabushiki Kaisha
Nikko Sangyo K.K.
Nippon Unicar K.K.
Nisku Products Pipe Line Company Limited
Nissei Sekiyu Kabushiki Kaisha
Norddeutsche Erdgas-Aufbereitungs G.m.b.H.
Norddeutsche Mineraloelwerke Stettin G.m.b.H.
Norddeutsche Oelleitungs-gesellschaft m.b.H.
Nordrheinische Erdgas Transport Gesellschaft mit beschrankter Haftung

Nord-West Oelleitung G.m.b.H.
Northward Developments Ltd.
Northwest Company, Limited
Nottingham Gas Limited
107580 Canada Inc.
Office Prive d'Assurances et de Courtages
Offshore Medical Support Limited
Oil Field Chemicals (Saudi Arabia) Ltd.
Oil Service Company of Iran (Private Company)
Oil Transport Company (Saudi Arabia) Limited
Oldenburgische Erdol Gesellschaft m.b.H.
Osaka Propane Gas Hambai Kabushiki Kaisha
Osaka Sekiyu Gas Yuso K.K.
P.T. Stonvac Indonesia
Pars Investment Corporation
Peninsula Electric Power Company Limited
Petrole Assistance Lyon (S.A.R.L.)
Petrole Assistance Marseille (S.A.)
Petrole Assistance Orleans (S.A.R.L.)
Petrole Assistance Paris T.R. (SA)
Petroleum Refineries (Australia) Proprietary Limited
Petroleum Services (Middle East) Limited
Petroleum Tankship Company, Inc.
Petrosvibri S.A.
Pipeline Service
Pipe Line Service Company, Inc.
Pipeline Service Iran
Pipeline Service U.K.
Pipe Line Services, Inc.
Plantation Pipe Line Company
Polder-Scehafen-Harburg GmbH
Polyolefins Product Co. Pty. Ltd.
Portland Pipe Line Corporation
Potencia Industrial S.A.
Productos Lorain de Mexico S.A. de C.V.
Progas A/S
Qatar Petroleum Company Limited
Qualbank, Inc.
Raffinerie du Midi S.A.R.L.
Rainbow Pipe Company, Ltd.
Redwater Water Disposal Company Limited

Refineria Petrolera Acajutla, S.A.
Reliance Electric & Engineering Company de Mexico S.A. de C.V.
Reliance Electric Limited
Reliance Electric Ltd.
Reliance Electric S.A. (Spain)
Renix Co. Ltd.
Renown Building Materials Limited
Rheingas Erdgasleitungs-Gesellschaft m.b.H.
Rotterdam-Antwerpen Pijpleiding (Nederland) N.V.
Ruhrgas Aktiengesellschaft
S.A. du Pipeline a Produits Petroliers sur Territoire Genevoia (SAPPRO)
S & M Pipeline Limited
S.O.P.—Societa Oleodotti Padani S. p. A.
Saitama Sekiyu Hanbai K.K.
Sakurajima Futo K.K.
Sanko Oil Kabushiki Kaisha
Sanwa Kasei Kogyo Kabushiki Kaisha
Sanyo Sekiyu K.K.
Saraco S.A.
Schubert KG
SEAG Aktiengesellschaft fur schweizerisches Erdol
Seibu Kygnus Sekiyu Hambai Kabushiki Kaisha
Seismic Industries A/S
Senpoku Oil Service K.K.
SERAM Societa per Azioni
Servacar Ltd.
Shehtah Drilling Limited
Shimoka Skiyu Kabushiki Kaisha
Shimoyama Sekiyu K.K.
Shin-Nihon Yukagaku Kogyo K.K.
Shinohara Oil K.K.
Shizuoka Kanesho Hambai Kabushiki Kaisha
Smiley Gas Conservation Limited
Sociedad Anonima "Escuela Campo Alegre"
Sociedad de Inversiones de Avaicion
Sociedad Nacional de Oleoductos Ltda.
Societa per Azioni Raffineria Padana Olii Minerali—SARPOM

Societe Anonyme de la Raffinerie des Antilles
Societe Anonyme des Hydrocarbures
Societe Anonyme "Produits Lubrifiants de Madagascar"—PROLUMA S.A.
Societe Civile de Mustapha Algerie
Societe Civile de Participation pour la Destruction des Dechets Industriels (SOCDI)
Societe Civile Immobiliere "Courcelles-Etoile"
Societe Civile Immobiliere de la Croix au Chene
Societe Civile Immobiliere du 195 Avenue de Neuilly
Societe Civile Immobiliere Khariesse
Societe Civile Immobiliere "Kleber-Etoile"
Societe Civile Immobiliers "Les Casseaux-Bougainville"
Societe de la Raffinerie d'Alger
Societe de la Raffinerie de Lorraine
Societe de Manutention de Carburants Aviation
Societe de Manutention de Carburants Aviation Dakar-Yoff, S.A.
Societe de Promotion et de Financement Touristique (CARTHACO)
Societe d'Entrepoisage de San-Pedro
Societe des Pipe-Lines de Strasbourg
Societe des Transports Petroliers par Pipe Line
Societe d'Exploitation & de Development d'Operations Commerciales
Societe du Ceoutohouc Butyl (SOCABU)
Societe du Depot Petrolier d'Hauconcourt
Societe du Parkings du Square Boucicaut
Societe du Pipe Line de la Raffinerie de Lorraine
Societe du Pipe-Line Mediterranee-Rhone
Societe Esso de Recherches et d'Exploitation Petrolieres Esso Rep
Societe "Geomines-Caon"
Societe Harvaise de Manutention de Produits Petroliers
Societe Hoteliere de la Petite Compagne
Societe Immobiliere Paris-Niel
Societe Industrelle de Mecanique et d'Equipement Petrolier S.I.M.E.P. (S.A.R.L.)
Societe Italiana per l'Oleodotto Transalpino S.p.A.
Societe Ivoirienne d'Operations Petrolieres S.A.

Societe Malgache de Raffinage
Societe du Pipeline Sud-Europeen
Societe Reunionnaise d'Entreposage
Socony-Standard-Vacuum Oil Company
(Petroleum Maatschappij)
Southern Natural Gas Development Pty. Ltd.
Standard Kosan Kabushiki Kaisha
Standard Service K.K.
Statfjord Transport A/S
Stockage Geologque de Gaz de Lavora
Suddeutsche Erdgas Transport Gesellschaft mit
beschrankter Haftung
Suntech Company, Ltd.
Supertex, Inc.
Svensk Petroleumlagring Tre Aktiebolag
Syncrude Canada Ltd.
Synergistics Chemicals Limited
305120 Alberta Ltd.
346877 Ontario Limited
TAR-Tankanlage Rumlang AG
TBN Tanklager-Betriebsgesellchaft Nurnberg mbH
Taihei Bussan K.K.
Taiko Skiyu K.K.
Taisei Kogyo Sekiyu Hanbai K.K.
Taketsuru Yugyo K.K.
Tanaka Sekiyu Hambai K.K.
Tankanlage A. G., Mellingen
Tanklager Altishausen A. G.
Tanklager Gesellschaft
Tanklager-Gesellschaft Tegel
Tanklager Lechelles I S.A.
Tanklager Taegersohen AG
Tecumseh Gas Storage Limited
THUMS Long Beach Company
Thyssengas G.m.b.H.
TIBA Speditions GmbH
Tos Nenryo Kogyo Kabushiki Kaisha
Tohko Plastics Company, Limited
Tokai General Sekiyu Hanbai K.K.
Toko Sekiyu K.K.

Toledo Scale Company de Mexico S.A. de C.V.
Toledo Werk GmbH
Tonen Energy International Corp.
Tonen Maintenance K.K.
Tonen Seikyuksgaku Kabushiki Kaisha
Tonen Tanker Kabushiki Kaisha
Tonen Technology K.K.
Towa Sekiyu K.K.
Toyoshina Film Company, Ltd.
Transalpine Finance Holdings S.A.
Transalpine Oelleitung in Oesterreich
Gesellschaft m.b.H.
Trans-Arabian Pipe Line Company
Transgaz Lavera
Tsurumaru Unyu K.K.
Turkish Petroleum Company, Limited
UBAG—Unterflurbetankungsanlage Flughafen Zurich
Ulupna Estates Limited
Van Salt Water Disposal Company
W.A.G. Pipeline Pty. Ltd.
W. H. Adam, Ltee, Ltd.
Wako Jushi Kabushiki Kaisha
Wako Kaesi Kabushiki Kaisha
Westdeutche Erdolleitungs—G.m.b.H.
Westgas G.m.b.H.
Williamsport Properties Limited
Winnepeg Pipe Line Company Limited
Wohnungsbaugesellschaft, Steimbke-Rodewald G.m.b.H.
Worex Distribution
Wrenford Insurance Company Ltd.
Yasaka Sekiyu, K.K.
Yellowstone Pipe Line Company
Yoshimi Gas Kabushiki Kaisha
Yusi Sekiyu K.K.
Yugan Kaisha Nishi Kobe Dosai Center